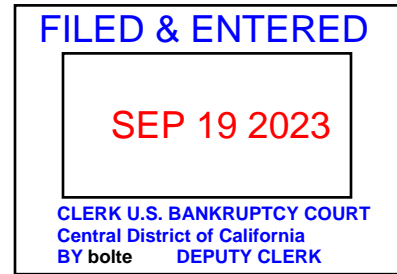


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8 UNITED STATES BANKRUPTCY COURT

9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10
11 In re
12 THE LITIGATION PRACTICE GROUP P.C.,
13 Debtor.

Case No: 8-23-bk-10571-SC

Chapter 11

ORDER APPROVING STIPULATION FOR
(1) RETURN OF POSSESSION OF
PREMISES AFTER REJECTION OF
COMMERCIAL LEASE; AND (2)
ALLOWANCE OF ADMINISTRATIVE
CLAIM RE: 60 N MARKET ST. # C300 &
C400, ASHEVILLE, NC 28801-8124

[STIPULATION – DK. NO. 520]

[NO HEARING REQUIRED]

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20 The Court has read and considered the Stipulation (“Stipulation”) ¹ entered into by and
21 between Richard A. Marshack, in his capacity as Chapter 11 Trustee (“Trustee”) of the Bankruptcy
22 Estate (“Estate”) of The Litigation Practice Group P.C. (“Debtor”), and River Tree, LLC
23 (“Landlord” and with Trustee, the “Parties”) by their respective counsel of record, filed on
24 September 18, 2023, as Dk. No. 520 and has found good cause to approve the Stipulation.

25 IT IS ORDERED:

- 26 1. The Stipulation is approved in its entirety.
27 2. The Lease is rejected and terminated;

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¹ Terms not defined herein are as defined in the Stipulation.

1 3. Trustee surrenders the Property to Landlord, and Landlord is entitled to immediate
2 possession. Landlord will take all actions reasonably necessary to mitigate its damages by reletting
3 the premises;

4 4. Landlord shall apply the Security Deposit to reduce the amount of its administrative
5 claim;

6 5. Pursuant to 11 U.S.C. §503(b)(1), Landlord shall have an allowed administrative
7 claim for unpaid post-petition rent from the April 1, 2023, date of default, through September 15,
8 2023, which amount equals \$35,843.77 (\$38,301.15 plus \$3,830.12 less \$6,287.50).

9 6. Landlord has already filed a claim for damage arising from anticipated rejection of
10 the Lease designated as Proof of Claim No. 182 and understands that said claim is capped as set
11 forth in 11 U.S.C. § 502(b)(6) (“Unsecured Claim”). Within 30 days after entry of this order
12 approving the Stipulation, Landlord shall file an amended proof of claim to the extent that its filed
13 claim is inconsistent with the terms of the Stipulation;

14 7. The Parties agree that there is no automatic stay preventing Landlord from seeking to
15 recover any of its damages from the guarantor, Daniel March. Any amounts recovered from Mr.
16 March shall reduce the amount of any allowed Unsecured Claim held by Landlord. Promptly after
17 recovering any money or property of value from Mr. March, Landlord shall notify Trustee and file
18 an amendment to its Unsecured Claim reflecting the reduction;


19 8. The Parties represent that there remains personal property left by Debtor on the
20 premises including printers, furniture, and other office items (“Personal Property”). Trustee asserts
21 that he has determined that such Personal Property is burdensome and of inconsequential value to
22 the estate. Pursuant to Local Bankruptcy Rule 6007-1(a), Trustee asserts he will abandon any interest
23 in the Personal Property by way of a separately-filed notice. Landlord may remove the Personal
24 Property from the premises if doing so facilitates its efforts to relet the property. After abandonment
25 is effective, Landlord shall dispose of the Personal Property as it sees fit. If prior to disposal, any
26 lessor or other claimed owner of any Personal Property contacts Landlord and establishes such
27 interest to the satisfaction of Landlord that said claimant is the rightful owner of the Personal
28 Property, then Landlord shall return possession of such property to such owner. If there are any fees

1 associated with such removal and disposal, Landlord may submit a request for additional fees and
2 amendment to the allowance of the administrative claim under paragraph 4 above by filing a
3 declaration and amended order approving the Stipulation; and

4 9. The Stipulation resolves all issues between the Parties arising out of the Rejection
5 Motion and Landlord shall have no obligation to respond to said motion. Except as provided in the
6 Stipulation, Landlord waives and releases any claims against the Estate inconsistent with the terms
7 of the Stipulation.

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23 Date: September 19, 2023


Scott C. Clarkson
United States Bankruptcy Judge